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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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10/804,087

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Juha R. Vallinen

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EXAMINER

FRENEL, VANEL

ART UNIT

PAPER NUMBER

3687

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DELIVERY MODE

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PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No. 10/804,087	Applicant(s) VALLINEN ET AL.	
	Examiner VANEL FRENEL	Art Unit 3687	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 12/05/08.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1,2,5-10,17-20,27 and 28 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1,2,5-10,17-20,27 and 28 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____ |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

Notice to Applicant

1. This communication is in response to the Request for Reconsideration filed on 12/05/08. Claims 3-4, 11-16 and 21-26 have been cancelled. Claims 1, 2, 5-10, 17-20, 27 and 28 are pending.

Claim Rejections - 35 USC § 101

2. 35 U.S.C. 101 reads as follows:
Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

3. Claims 1-2, 5-6, and 8-9 are rejected under 35 U.S.C 101 because the claimed invention is directed to non-statutory subject matter.

Claims 1-2, 5-6, and 8-9 recite a process comprising the steps of initiating, verifying, generating and charging. Based on Supreme Court precedent, a proper process must be tied to another statutory class or transform underlying subject matter to a different state or thing (*Diamond v. Diehr*, 450 U.S. 175, 184 (1981); *Parker v. Flook*, 437 U.S. 584, 588 n.9 (1978); *Gottschalk v. Benson*, 409 U.S. 63, 70 (1972); *Cochrane v. Deener*, 94 U.S. 780,787-88 (1876)). Since neither of these requirements is met by the claim, the method is not considered a patent eligible process under 35 U.S.C. 101. To qualify as a statutory process, the claim should positively recite the other statutory class to which it is tied, for example by identifying the apparatus that accomplished the method steps or positively reciting the subject matter that is being transformed, for example by identifying the material that is being changed to a different state.

Claim Rejections - 35 USC § 103

4. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

5. Claims 1-2, 5-10, 17-20 and 27-28 are rejected under 35 U.S.C. 103(a) as being unpatentable over Young et al (2002/0072412) in view of Brown et al.(2003/0115203) and further in view of Egendorf (6,188,994).

Regarding claim 1, Young shows a method comprising: initiating a provision of a service for at least two parties (paragraph 4); verifying that each of the at least two parties is capable of paying for use of the service (paragraph 28); generating payment information (paragraphs 28-30); and charging for use of the service based on the payment information (paragraph 30).

Young discloses all the limitations above. Young does not explicitly disclose that the method having "by communicating at least one message between the at least two parties regarding a principle for paying a fee for the use of the service and including the principle in the payment information".

However, this feature is known in the art, as evidenced by Brown. In particular, Brown suggests that the method having "by communicating at least one message between the at least two parties regarding a principle for paying a fee for the use of the

Art Unit: 3687

service and including the principle in the payment information" (See Brown, Page 3, Paragraph 0032).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the feature of Brown within the system Young with the motivation of providing a link, or reference to a subscriber's data page may be sent to another party when the subscriber requests a connection with that party or the other party requests a connection with the subscriber, while the subscriber and called party are connected, or after the connection (See Brown, Page 1, Paragraphs 0010-0011). Furthermore, Young and Brown teach all the limitations above, however, fail to teach this new limitation of "and wherein communicating the at least one message between the at least two parties comprises agreeing, between the at least two parties, to an occurrence that unambiguously defines a party who is responsible for paying for use of the service".

However, this feature is known in the art, as evidenced by Egendorf. In particular, Egendorf suggests that the method having "and wherein communicating the at least one message between the at least two parties comprises agreeing, between the at least two parties, to an occurrence that unambiguously defines a party who is responsible for paying for use of the service" (See Egendorf, Fig.1; Fig.2; Col.3, lines 20-41; Col.4, lines 59-67 to Col.5, line 12).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the feature of Egendorf within the collective teachings of Brown and Young with the motivation of providing a secure method of billing

Art Unit: 3687

commercial transactions over the Internet (See Egendorf, Col.2, lines 1-3).

Regarding claim 2, Young shows the limitation wherein the step of initiating comprises initiating a provision of a game (abstract).

Regarding claim 5, Young shows defining the occurrence to be losing a game (paragraphs 4, 22).

Regarding claim 6, Young shows reserving for a party payment resources from a prepaid account of the party and including information of the reserved payment resources in the payment information (paragraph 25).

Regarding claim 7, Young shows reserving the payment resources in an online charging system (paragraph 26).

Regarding claim 8, Brown discloses the method further comprising charging the service to the reserved and returning unused payment"(See Brown, Page 3, Paragraph 0032).

Regarding claim 9, Brown discloses the method wherein the charging comprises charging the service to one of the at least two parties" (See Brown, Page 3, Paragraph 0032).

Regarding claim 10, Brown discloses the method further comprising sending at least one message in accordance with Session Initiation Protocol (See Brown, Page 2, Paragraph 0022).

Regarding claim 17, Young shows an apparatus, comprising: an enabler configured simultaneous provision of a service for at least two parties (paragraph 4); a verifier configured to verify that the at least two parties using the service are capable of paying for use of the service (paragraph 28); and a generator configured to provide payment information for the use of the service by the at least two parties for use in charging for the use of the service (paragraphs 28-30).

Young does not explicitly disclose that the apparatus having "by communicating at least one message between the at least two parties regarding a principle for paying a fee for the use of the service and including the principle in the payment information". However, this feature is known in the art, as evidenced by Brown. In particular, Brown suggests that the apparatus having "by communicating at least one message between the at least two parties regarding a principle for paying a fee for the use of the service and including the principle in the payment information"(See Brown, Page 3, Paragraph 0032).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the feature of Brown within the system Young with the

Art Unit: 3687

motivation of providing a link, or reference to a subscriber's data page may be sent to another party when the subscriber requests a connection with that party or the other party requests a connection with the subscriber, while the subscriber and called party are connected, or after the connection (See Brown, Page 1, Paragraphs 0010-0011). Furthermore, Young and Brown teach all the limitations above, however, fail to teach this new limitation of "and wherein communicating the at least one message between the at least two parties comprises agreeing, between the at least two parties, to an occurrence that unambiguously defines a party who is responsible for paying for use of the service".

However, this feature is known in the art, as evidenced by Egendorf. In particular, Egendorf suggests that the method having "and wherein communicating the at least one message between the at least two parties comprises agreeing, between the at least two parties, to an occurrence that unambiguously defines a party who is responsible for paying for use of the service" (See Egendorf, Fig.1; Fig.2; Co1.3, lines 20-41; Co1.4, lines 59-67 to Co1.5, line 12).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the feature of Egendorf within the collective teachings of Brown and Young with the motivation of providing a secure method of billing commercial transactions over the Internet (See Egendorf, Co1.2, lines 1-3).

Furthermore, Young and Brown teach all the limitations above, however, fail to teach this new limitation of "and wherein communicating the at least one message between the at least two parties comprises agreeing, between the at least two parties,

Art Unit: 3687

to an occurrence that unambiguously defines a party who is responsible for paying for use of the service".

However, this feature is known in the art, as evidenced by Egendorf. In particular, Egendorf suggests that the method having "and wherein communicating the at least one message between the at least two parties comprises agreeing, between the at least two parties, to an occurrence that unambiguously defines a party who is responsible for paying for use of the service" (See Egendorf, Fig.1; Fig.2; Co1.3, lines 20-41; Co1.4, lines 59-67 to Co1.5, line 12).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the feature of Egendorf within the collective teachings of Brown and Young with the motivation of providing a secure method of billing commercial transactions over the Internet (See Egendorf, Co1.2, lines 1-3).

Regarding claim 18, Young shows an apparatus further comprising: a charger configured to charge the service based on payment information (paragraph 26).

Regarding claims 19 and 20, Young shows an apparatus wherein the apparatus is one of a serving controller and an application server and the limitation wherein the apparatus is a game server (Fig. 1).

As per claim 27, Young discloses a computer program embodied on a computer readable medium, said computer program configured to control a processor to perform: initiating a provision of a service for at least two parties (paragraph 4); verifying that of

Art Unit: 3687

the at least two parties is capable of paying for use of the service (paragraph 28).

Young does not explicitly disclose generating payment information by communicating at least one message between the at least two parties regarding a principle for paying a fee for the use of the service and including the principle in the payment information; and charging for use of the service based on the payment information.

However, this feature is known in the art, as evidenced by Brown. In particular, Brown suggests generating payment information by communicating at least one message between the at least two parties regarding a principle for paying a fee for the use of the service and including the principle in the payment information; and charging for use of the service based on the payment information "(See Brown, Page 3, Paragraph 0032).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the feature of Brown within the system Young with the motivation of providing a link, or reference to a subscriber's data page may be sent to another party when the subscriber requests a connection with that party or the other party requests a connection with the subscriber, while the subscriber and called party are connected, or after the connection (See Brown, Page 1, Paragraphs 0010-0011).

Furthermore, Young and Brown teach all the limitations above, however, fail to teach this new limitation of "and wherein communicating the at least one message between the at least two parties comprises agreeing, between the at least two parties, to an occurrence that unambiguously defines a party who is responsible for paying for use of the service".

However, this feature is known in the art, as evidenced by Egendorf. In particular, Egendorf suggests that the method having "and wherein communicating the at least one message between the at least two parties comprises agreeing, between the at least two parties, to an occurrence that unambiguously defines a party who is responsible for paying for use of the service" (See Egendorf, Fig.1; Fig.2; Col.3, lines 20-41; Col.4, lines 59-67 to Col.5, line 12).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the feature of Egendorf within the collective teachings of Brown and Young with the motivation of providing a secure method of billing commercial transactions over the Internet (See Egendorf, Col.2, lines 1-3).

As per claim 28, Young discloses an apparatus, comprising: enabling means for enabling simultaneous provision of a service for at least two parties (paragraph 4); verifying means for verifying that the at least two parties using the service are capable of paying for use of the service (paragraph 28).

Young does not explicitly disclose generating means generating payment information for the use of the service by at least two parties for use in charging for the use of the service by communicating at least one message between the at least two parties regarding a principle for paying a fee for the use of the service and including the principle in the payment information.

However, this feature is known in the art, as evidenced by Brown. In particular, Brown suggests generating means generating payment information for the use of the

Art Unit: 3687

service by at least two parties for use in charging for the use of the service by communicating at least one message between the at least two parties regarding a principle for paying a fee for the use of the service and including the principle in the payment information (See Brown, Page 3, Paragraph 0032).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the feature of Brown within the system Young with the motivation of providing a link, or reference to a subscriber's data page may be sent to another party when the subscriber requests a connection with that party or the other party requests a connection with the subscriber, while the subscriber and called party are connected, or after the connection (See Brown, Page 1, Paragraphs 0010-0011). Furthermore, Young and Brown teach all the limitations above, however, fail to teach this new limitation of "and wherein communicating the at least one message between the at least two parties comprises agreeing, between the at least two parties, to an occurrence that unambiguously defines a party who is responsible for paying for use of the service".

However, this feature is known in the art, as evidenced by Egendorf. In particular, Egendorf suggests that the method having "and wherein communicating the at least one message between the at least two parties comprises agreeing, between the at least two parties, to an occurrence that unambiguously defines a party who is responsible for paying for use of the service" (See Egendorf, Fig.1; Fig.2; Co1.3, lines 20-41; Co1.4, lines 59-67 to Co1.5, line 12). It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the feature of Egendorf within the

Art Unit: 3687

collective teachings of Brown and Young with the motivation of providing a secure method of billing commercial transactions over the Internet (See Egendorf, Co1.2, lines 1-3).

Response to Arguments

6. Applicant's arguments filed on 12/05/08 with respect to claims 1-2, 5-10, 17-20 and 27-28 have been fully considered but they are not persuasive.

(A) At pages 7-16 of the response filed on 12/05/08, Applicant's argues the followings:

(i) Young fails to disclose "communicating at least one message between the at least two parties regarding a principle for paying a fee for the use of the service and including the principle in the payment information" and "wherein communicating the at least one message between the at least two parties comprises agreeing, between the at least two parties, to an occurrence that unambiguously defines a party who is responsible for paying for use of the service", as recited, in part, in independent claim 1 and similarly in independent claims 17, 27 and 28.

(ii) The combination of Young, Brown and Egendorf teaches away from the subject matter of the pending claims and the combination of the references in general.

(iii) Young, Brown and Egendorf, taken individually or in combination, fail to teach all of the subject matter of independent claim 1, and similarly independent claims

Art Unit: 3687

17, 27 and 28. By virtue of dependency, Young also fails to teach the subject matter of dependent claims 2, 4-10 and 18-20. Withdrawal of the rejection of claims 1, 2, 5-10, 17-20, 27 and 28 is kindly requested.

(B) With respect to Applicant's first argument, the Examiner respectfully submitted that He relied upon the teaching of Egendorf for such a feature (See Col.3, lines 42-67; Col.5, lines 32-62) which correspond to Applicant's argument. Therefore, Applicant's argument is not persuasive and the rejection is hereby sustained.

(C) In response to Applicant's second argument that the combination teaches away, it has been held that a prior art reference must either be in the field of applicant's endeavor or, if not, then be reasonably pertinent to the particular problem with which the Applicant was concerned, in order to be relied upon as a basis for rejection of the claimed invention. See *In re Oetiker*, 977 F.2d 1443, 24 USPQ2d 1443 (Fed. Cir. 1992). In this case, the primary reference, Brown directed to [0008] Also, a caller may be frustrated in his or her attempt to reach a particular called party if the telephone system through which the party is accessed employs an IVR (Interactive Voice Response) system. Such systems are often used to offer callers audio menus for reaching different parties or departments within an organization. An IVR system may incorporate many levels, with each choice at a given level determining which options will be presented in the next. When a call is answered by an IVR system, the caller typically navigates the audio menu by pressing telephone keys corresponding to the announced

Art Unit: 3687

options. It is difficult, if not impossible, to correct an accidental or wrong choice without starting again from the beginning. Besides the possibility of making errors, the caller may be forced to wait (e.g., on hold) for a significant period of time before his or her call is answered by the desired party. Thus, there is a need for a method of facilitating a caller's navigation of an IVR system and/or a method of avoiding having to wait for a desired party to answer a call and the second reference is directed to [0004] an apparatus that enables an online gaming experience that is attractive to players while providing an economic benefit to an application manufacturer or other party providing the online gaming system. The players (or teams of players) of an online game submit a prize amount to be awarded the winner of the game. The prize amount is accompanied by a submission of online currency necessary to fund the prize amount. In one embodiment, the present invention provides tokens to players as online currency to be used in the online gaming system of the present invention. The tokens may be issued for free, or they may be issued for a fee associated with each token. In a further embodiment, an online currency account is maintained by the online gaming system for the players of the online gaming system from which online currency can be withdrawn to supply the prize amount. The prize amount may be decided upon by the players or predefined by the online gaming system, and each player may provide any percentage of the prize amount. The prize amount is also preferably accompanied by a percentage specification in which the percentage of the prize to be awarded the winner is specified. In a multi-player embodiment, for example, in a racing game, a winner may receive 80% and a second place finisher may receive 20%. Then, following the conclusion of the

Art Unit: 3687

game, the prize amount is awarded to the players responsive to the specified percentages. Thus, the prize incentives of the present invention will encourage players to use the online game system, allowing the host to derive an economic benefit from providing online games. The host can specifically derive an economic benefit through the sale of the online currency to the players and also through retaining a percentage of the winnings. As the profit that is generated by the host is money derived from the winnings, the fee collected in this manner is more tolerable than a method in which a transaction fee is exacted for the simple playing of the game. Moreover, the present invention provides a negotiable prize amount to be awarded to a winner of a game. Allowing the prize amount to be mutually agreed upon by the players allows the online gaming system to be attractive to users of all income levels, and third reference Egendorf is directed to a customer desiring to purchase goods and services over the Internet has prearranged access to the Internet through the services of an Internet access provider. Such providers can be, for example, companies whose only business is to offer connection to the Internet, companies which offer on-line computer services, one of which is connection to the Internet, cable television companies, or telephone companies. In arranging for access with such a provider, the customer has agreed with the provider on a method of payment which is, for example, by billing, or charge to a credit card, or charge to an account of the user which could be an account specific to the Internet or could be a more general account, such as an on-line computer services account, a cable television account, a telephone account, or a bank account. However, de la Egendorf is reasonably pertinent to the particular problem with which Applicant

Art Unit: 3687

was concerned because all of the references are in the same field of endeavor.

Therefore, Applicant's argument is not persuasive, and the rejection is hereby sustained.

(D) With respect to Applicant's third argument, the Examiner respectfully submitted that obviousness is determined on the basis of the evidence as a whole and the relative persuasiveness of the arguments. See *In re Oetiker*, 977 F.2d 1443, 1445, 24 USPQ2d 1443, 1444 (Fed. Cir. 1992); *In re Hedges*, 783 F.2d 1038, 1039, 228 USPQ 685,686 (Fed. Cir. 1992); *In re Piasecki*, 745 F.2d 1468, 1472, 223 USPQ 785,788 (Fed. Cir. 1984); and *In re Rinehart*, 531 F.2d 1048, 1052, 189 USPQ 143,147 (CCPA 1976). Using this standard, the Examiner respectfully submits that he has at least satisfied the burden of presenting a *prima facie* case of obviousness, since he has presented evidence of corresponding claim elements in the prior art and has expressly articulated the combinations and the motivations for combinations that fairly suggest Applicant's claimed invention. Moreover, in the instant case, the Examiner respectfully notes that each and every motivation to combine the applied references are accompanied by select portions of the respective reference(s) which specifically support that particular motivation and/or an explanation based on the logic and scientific reasoning of one ordinarily skilled in the art at the time of the invention that support a holding of obviousness. As such, it is NOT seen that the Examiner's combination of references is unsupported by the applied prior art of record. Rather, it is respectfully submitted that explanation based on the logic and scientific reasoning of one ordinarily skilled in the art at the time of the invention that support a holding of obviousness has been adequately provided by the motivations and reasons indicated by the Examiner, *Ex parte Levengood*, 28 USPQ2d 1300 (Bd. Pat. App. & Inter., 4/22/93).

Each applied reference does not expressly suggest combination with the other respective references; however, the Examiner has shown that motivation for combining the references existed in the prior art. The "modification" referred to in *In re Fritch* involves extensive changes to the primary references. Such is not the case in the present combinations, where all modifications proposed by the Examiner are specifically taught by the references and that knowledge generally available to one of ordinary skill in the art. Therefore, the combination of references is proper and the rejection maintained.

In addition, the Examiner recognizes that references cannot be arbitrarily altered or modified and that there must be some reason why one skilled in the art would be motivated to make the proposed modifications. However, although the Examiner agrees that the motivation or suggestion to make modifications must be articulated, it is respectfully contended that there is no requirement that the motivation to make modifications must be expressly articulated within the references themselves. References are evaluated by what they suggest to one versed in the art, rather than by their specific disclosures, *In re Bozek*, 163 USPQ 545 (CCPA 1969).

The Examiner is concerned that Applicant apparently ignores the mandate of the numerous court decisions supporting the position given above. The issue of obviousness is not determined by what the references expressly state but by what they would reasonably suggest to one of ordinary skill in the art, as supported by decisions in *In re DeLisle* 406 Fed 1326, 160 USPQ 806; *In re Kell, Terry and Davies* 208 USPQ 871; and *In re Fine*, 837 F.2d 1071, 1074, 5 USPQ 2d 1596, 1598 (Fed. Cir. 1988) (citing *In re Lulu*, 747 F.2d 703, 705, 223 USPQ 1257, 1258 (Fed. Cir. 1988)). Further, it was determined in *In re Lamberti et al*, 192 USPQ 278 (CCPA) that:

- (i) obviousness does not require absolute predictability;

Art Unit: 3687

(ii) non-preferred embodiments of prior art must also be considered; and
(iii) the question is not express teaching of references, but what they would suggest.

Therefore, Applicant's argument is non –persuasive and the rejection is hereby sustained.

7. THIS ACTION IS MADE FINAL. Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Conclusion

8. Any inquiry concerning this communication or earlier communications from the examiner should be directed to John Shin whose telephone number is (571) 270-3276. The examiner can normally be reached on Monday to Friday, 10:30 am - 7:00 pm, EST.

Art Unit: 3687

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Matthew Gart can be reached on (571) 272-3955. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call

/Vanel Frenel/

Examiner, Art Unit 3687/

March 17, 2009